

7. **ABSTRACT AND TITLE.** Sellers, at their expense, shall promptly obtain an abstract of title to the Real Estate continued through the date of this contract _____, and deliver it to Buyers for examination. It shall show merchantable title in Sellers in or conformity with this contract, Iowa law and the Title Standards of the Iowa State Bar Association. The abstract shall become the property of the Buyers when the purchase price is paid in full, however, Buyers reserve the right to occasionally use the abstract prior to full payment of the purchase price. Sellers shall pay the costs of any additional abstracting and title work due to any act or omission of Sellers, including transfers by or the death of Sellers or their assignees.

8. **FIXTURES.** All property that integrally belongs to or is part of the Real Estate, whether attached or detached, such as light fixtures, shades, rods, blinds, awnings, windows, storm doors, screens, plumbing fixtures, water heaters, water softeners, automatic heating equipment, air conditioning equipment, wall to wall carpeting, built-in items and electrical service cable, outside television towers and antenna, fencing, gates and landscaping shall be considered a part of Real Estate and included in the sale except: (consider: rental items) _____

9. **CARE OF PROPERTY.** Buyers shall take good care of the property; shall keep the buildings and other improvements now or later placed on the Real Estate in good and reasonable repair and shall not injure, destroy or remove the property during the term of this contract. Buyers shall not make any material alteration to the Real Estate without the written consent of the Sellers.

10. **DEED.** Upon payment of purchase price, Sellers shall convey the Real Estate to Buyers or their assignees, by Warranty deed, free and clear of all liens, restrictions, and encumbrances except as provided herein. Any general warranties of title shall extend only to the date of this contract, with special warranties as to acts of Sellers continuing up to time of delivery of the deed.

11. **REMEDIES OF THE PARTIES.**

a. If Buyers fail to timely perform this contract, Sellers may, at Seller's option, either (i) forfeit Buyers' rights in this contract as provided in the Iowa Code, and all payments made by Buyers shall be forfeited or (ii) upon thirty days written notice by Sellers to Buyers of Sellers' intention to accelerate the payment of the entire balance because of such failure (during which thirty days such failure is not corrected) Sellers may declare the entire balance immediately due and payable, and thereafter this contract may be foreclosed in equity; the Court may appoint a receiver; and the period of redemption after sale on foreclosure may be reduced under the conditions of Section 628.26 or Section 628.27 of the Iowa Code.

b. If Sellers fail to timely perform their obligations under this contract, Buyers shall have the right to terminate this contract and have all payments made returned to them.

c. Buyers and Sellers are also entitled to utilize any and all other remedies or actions at law or in equity available to them

d. In any action or proceeding relating to this contract the successful party shall be entitled to receive reasonable attorney's fees and costs as permitted by law.

12. **JOINT TENANCY IN PROCEEDS AND IN REAL ESTATE.** If Sellers, immediately preceding this contract, hold title to the Real Estate in joint tenancy with full right of survivorship, and the joint tenancy is not later destroyed by operation of law or by acts of Sellers, then the proceeds of this sale, and any continuing or recaptured rights of Sellers in the Real Estate, shall belong to Sellers as joint tenants with full right of survivorship and not as tenants in common; and Buyers, in the event of the death of either Seller, agree to pay any balance of the price due Sellers under this contract to the surviving Seller and to accept a deed from the surviving Seller consistent with paragraph 10.

13. **JOINDER BY SELLER'S SPOUSE.** Seller's spouse, if not a titleholder immediately preceding acceptance of this offer, executes this contract only for the purpose of relinquishing all rights of dower, homestead and distributive shares or in compliance with Section 561.13 of the Iowa Code and agrees to execute the deed for this purpose.

14. **TIME IS OF THE ESSENCE.** Time is of the essence in this contract

15. **PERSONAL PROPERTY.** If this contract includes the sale of any personal property, Buyers grant the Sellers a security interest in the personal property and Buyers shall execute the necessary financing statements and deliver them to Sellers.

16. **CONSTRUCTION.** Words and phrases in this contract shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

17. **ADDITIONAL PROVISIONS.**

For Additional Provisions see Exhibit "A" attached hereto and by this reference made a part of this Real Estate Contract.

Dated: March 29, 19 91

Jimmie R. Smith
(Jimmie R. Smith)
Linda M. Smith
(Linda M. Smith) **BUYERS**

ESTATE OF EARL SCHALKLE
By Margaret Sue Wallace, Exec.
(Margaret Sue Wallace, Exec.) **SELLERS**

STATE OF IOWA COUNTY OF MADISON ss:
On this 29th day of March, 19 91, before me, the undersigned, a Notary Public in and for said State, personally appeared Jimmie R. Smith, Linda M. Smith and Margaret Sue Wallace as Executors of the Estate of Earl Schalkle

to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged to me that they executed the same as their voluntary act and deed

Susan Apple

(Susan Apple) Notary Public in and for Said State.

EXHIBIT "A"

ADDITIONAL PROVISIONS

- 1.- Buyers shall have the option to prepay principal in any amount on any date during the term of this contract without penalty.
- 2.- Seller and Buyers specifically acknowledge that Buyers are purchasing the real estate sold hereunder subject to a farm lease for the 1991-1992 year, under which Philip Moore is the tenant. Delivery of notice of termination of farm tenancy for the subsequent year shall be the obligation of Buyers. Buyers shall be solely responsible to terminate said farm tenancy prior to September 1, 1991, so that Buyers will have the sole possession on March 1, 1992.
- 3.- Buyers shall be entitled to receive all income including crops, rents, government payments and shall be responsible to pay all expenses pursuant to a farm lease presently in force for the property subject to this real estate contract.
- 4.- All electrical wiring for the well both connected and disconnected and the portable wooden grainery shall be included in this sale.
- 5.- Seller and Buyers acknowledge communication with Orla DeVault, the eastern adjoining landowner, concerning removal of trees, brush and the old partition fence on the South 40 rods of the North-South perimeter fence. Seller and Buyers agree that Seller shall pay up to a maximum of \$600.00 toward the removal of the trees, brush, and old fence on said South 40 rods, and Buyers shall be responsible for the expense of removal in excess of \$600.00. The cost of new fence and materials for replacement of the old fence on said 40 rods shall be expense of Buyers.
- 6.- Seller and Buyers agree that the expense and responsibility for the tightening and repair of 20 rods of the East-West DeVault perimeter fence shall be that of the Buyers.